AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

ST. CLAIR COUNTY CORRECTIONS COMMAND OFFICERS – COAM

EFFECTIVE JANUARY 1, 2020 TO DECEMBER 31, 2022

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ARTICLE 1
AGREEMENT

1.1: This Agreement made and entered into for the period January 1, 2020 through December 31, 2022 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to jointly as the "Employer", and the St. Clair County Sheriff's Department Corrections Supervisors Command Officers Association of Michigan (C.O.A.M.), hereinafter referred to as the "Union".

This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012 and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Financial Stability and Choice Act.

Inclusion of the language does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 2
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Union, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Union members.

ARTICLE 3
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Corrections Sergeants and Corrections Lieutenants of the St. Clair County Sheriff Department.

3.2: A temporary employee shall be defined as an employee assigned for a predetermined period of time not to exceed six (6) months or for the length of a leave of absence of a regular employee, whichever is greater. The temporary employee shall be subject to the terms and provisions of this Collective Bargaining Agreement. Temporary employees who are members of other bargaining units of the Sheriff Department shall only be eligible for the fringe benefits of the other bargaining unit's labor agreement.

3.3: The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, sex, religion, marital status, number of

dependents or handicap.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.

B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualification; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.

C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5
CONTRACT SERVICES

5.1: The Sheriff and the County may determine it necessary to provide its services to other communities on a contractual basis or to take advantage of available grants or funding sources. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement. At the Union's request, full terms and conditions of the renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional

employees. The acquisition of employees shall be in accordance with the ARTICLE XVII - Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the ARTICLE XII - Layoff and Recall provisions of this Agreement.

ARTICLE 6
AGENCY SHOP

6.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly union dues uniformly required of union members who authorize dues withholding. An employee may revoke their authorization for dues withholding at any time during their employment with the County.

6.2: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the C.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

ARTICLE 7
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Sheriff and Human Resources Director of the County upon their selection and/or subsequent change.

7.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

7.4: The local Union President shall work a steady day shift.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Step 1

A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, discuss the matter with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative present at this step.

B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department, therefore, Union representation must be available within a reasonable amount of time.

C. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.2: Step 2

A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

B. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.3: Step 3

A. Grievances shall be considered settled at Step 2 unless delivered to the Human Resources Office within seven (7) calendar days after completion of Step 2. The Human Resources Director shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.

B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.

C. At such hearing the Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.

D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends following the hearing.

E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.

F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.

G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Office within thirty (30) calendar days after the completion of Step 3.

H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

I. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

A. The Union shall within thirty (30) calendar days following the County's decision at Step 3, notify the County Human Resources Director and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.

B. The Union shall within thirty (30) calendar days following notice of intent pursuant to A. above, request arbitration through the Michigan Employment Relations Commission, the American Arbitration Association, or the Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties or the matter will be untimely.

C. The fee and expenses of the arbitrator shall be paid by the losing party. If the decision is a split decision, the arbitrator shall determine which is the losing

party. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

D. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement.

E. The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Article XVI - Career Change and Advancement, Section 16.6.

F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.

G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE 9
SENIORITY

9.1: New employees hired or current employees promoted into the unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment of the new employee or return to the former classification of the promoted employee.

A. County Seniority - The most recent date of full time continuous employment with St. Clair County.

B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriff Department.

C. Classification Seniority - The most recent date of full time continuous employment within the classification.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to County seniority.

9.3: Up to date seniority lists shall be made available to all employees for their inspection by posting in the Unit.

ARTICLE 10
LOSS OF SENIORITY

10.1: An employee shall lose all seniority for the following reasons only:

A. Is discharged and the discharge is not reversed.

B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

D. Retirement.

E. The employee resigns.

ARTICLE 11
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. Therefore, Union representation must be readily available within a reasonable amount of time. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Union during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 12
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force due to a decrease of work or budget limitation as determined by the County. Employees recognize that layoffs are a managerial right of the Employer and do not necessarily depend on available work or funding levels.

12.2: In the event a layoff becomes necessary, the County shall follow this procedure:

A. Temporary employees in the affected classifications shall be laid off first.

B. Probationary employees in the affected classifications shall be laid off next.

C. Employees in the affected classification shall be subject to layoff by classification seniority. The employee(s) with the least classification seniority shall be laid off first. In the event employees have equal classification seniority, the employee with the least departmental seniority shall be laid off first.

D. Employee(s) who previously held subordinate classifications in the bargaining unit shall be entitled to revert to that classification and displace the least senior employee. Displaced employee(s) shall have the right to displace employee(s) in previously held classifications consistent with the terms of the Collective Bargaining Agreement of the other bargaining unit.

E. Supervisors from other supervisory bargaining units shall not be entitled to displace members in this bargaining unit.

F. In no event shall an employee displace an employee in a higher paying classification.

12.3: Employee(s) who elect not to accept a subordinate position in a lower paying classification shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

12.4: The Employer shall provide employees to be laid off with at least fourteen (14) calendar day notice of layoff or wage compensation for the equivalent period of time short of fourteen calendar days. The Union shall be entitled to a list of the employees being laid off.

12.5: Recall from a layoff shall be according to the following procedure:

A. The employee(s) with the most seniority in the affected classification shall be recalled first.

B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.

C. A laid off employee accrues no seniority while on a layoff and shall have their seniority dates adjusted to reflect the period of layoff.

D. Notice of recall shall be sent to the employee's last known address by

registered mail. The notice shall provide the employee with no less than ten (10) calendar day notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.

E. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a correctional professional.

12.6: Employees laid off and not employed in the Sheriff's Department shall have recall rights for two (2) years. Employees displaced and still working in the Sheriff Department shall have recall rights for five (5) years.

ARTICLE 13
EMPLOYEE'S BILL OF RIGHTS

13.1: It is recognized that the complaints against employees must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which would lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

13.8: No member of the bargaining unit shall be required to subject themselves to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under

oath and has been sworn to secrecy.

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE 14
EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

14.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 15
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the wellbeing and safety of the employees and inmates. Therefore, the following is provided:

A. An inspection of the equipment and/or vehicle shall be made prior to its use.

B. The Employer shall supply inspection checkoff forms to be used in the inspection of vehicles.

15.2: The Employer shall at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

15.3: Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection check off form.

ARTICLE 16
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including travel time in excess of normal travel time to the work location, breaks and meal(s).

B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

16.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses in accordance with the IRS regulations for expense reimbursements and the County's Expense Reimbursement Policy.

16.4: When training is scheduled on a day off the employee shall be guaranteed a minimum of three (3) hours pay at time and one-half (1 ½).

ARTICLE 17
CAREER CHANGE AND ADVANCEMENT

17.1: A career advancement or promotion shall mean a change in classification resulting in an increase in wages.

17.2: Notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing, during those ten (10) days, to be considered for the position.

17.3: Members of the bargaining unit who compete for promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

45% Written Examination
45% Oral Examination
10% Classification Seniority

A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).

B. The Sheriff shall appoint an employee to the position from among the top three (3) candidates based on total overall scores.

C. The 10% classification seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

D. Members who apply for a promotion into another bargaining unit shall follow the accreditation method of that applicable collective bargaining agreement.

17.4: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The Sheriff shall have exclusive authority to establish qualifications for the new classification. In the event there is no qualified candidate in the bargaining unit, the Sheriff shall be entitled to make an appointment to the classification. In the event a qualified candidate is employed in the bargaining unit, the Sheriff shall comply with the provisions of 17.3.

17.5: An employee promoted in rank shall be required to serve a one hundred and eighty (180) calendar day orientation period commencing from the date of assuming the rank. In the event the employee fails to perform satisfactorily during orientation period the employee shall be returned to the previous rank held.

17.6: Employees who, either voluntarily or through demotion, transfer back to a rank or classification within the POAM bargaining unit will retain their departmental seniority with the following limitations:

A. If transfer is within one (1) year of the date of entering the unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.

B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the unit.

C. Employees who transfer back to a rank or classification within the POAM bargaining unit forfeit seniority earned while a member of the COAM bargaining unit; however previous POAM seniority is preserved.

17.7: Emergency transfer may be made for periods not to exceed sixty (60) actual workdays, unless otherwise mutually agrees by the parties. Employees who are transferred on an emergency basis shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.8: Candidates for Corrections Lieutenant shall have at least two (2) years of active service in the rank and duties of Corrections Sergeant. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally.

17.9: The oral board shall be comprised of three (3) interviewers with one (1) candidate

selected by the Sheriff, one (1) candidate selected by the Union who is in a supervisory capacity and employed by St. Clair County and one (1) candidate mutually agreed upon by the parties.

ARTICLE 18
WORKING HOURS

18.1: The Sheriff shall determine the starting time of all shifts and designate employees to work the shift(s). A shift shall constitute eight (8) consecutive hours or twelve (12) consecutive hours, excluding overtime, unless otherwise mutually agreed.

18.2: Employees shall be entitled to a thirty (30) minute lunch period. The lunch period is to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

18.3 An employee working a twelve (12) hour shift schedule represents a bi-weekly pay period of eighty-four working hours. The four (4) hours greater than the normal eighty (80) in a pay period shall be accrued as float time. In addition, the parties agree that the show up time will be added to accrued float time to a float day ever four (4) weeks.

18.4 The amendments to this Article 18 (18.2 & 18.3) shall automatically terminate upon the expiration of this contract unless otherwise agreed to by the parties. If the parties do not extend the amendments, this article will revert to the prior language.

ARTICLE 19
OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) for all hours worked beyond the established hours in a normal shift or any part of a shift not provided as part of the normal schedule, including court time. Be it provided that overtime does not compound by this definition of the day and week.

19.2: Overtime hours shall be divided among employees in the same classification as much as circumstances permit. Whenever overtime is required, the Sheriff or designee shall contact employees from the most to the least senior:

A. All off duty personnel are to be called first according to the overtime book beginning with the employee showing the least amount of hours. All refusals will be noted in the overtime book and used to compute who is eligible for future overtime.

B. If no one volunteers from the off duty list, the supervisor will then call low overtime houred persons scheduled to work the shift preceding the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.

C. Should no one volunteer from the preceding shift, then the supervisor will call the low overtime houred persons from the scheduled supervisors working the shift following the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.

D. During the above procedures, should two supervisors agree to split a shift

then the ranking supervisor may fill the vacant shift in this manner as long as it is consistent with the efficient operation of the Corrections division.

E. Should no one volunteer to work the shift, the supervisor can compel the least senior supervisor from the shift preceding the vacant shift to work the shift.

19.3: The Employer shall determine the need for and schedule all overtime.

19.4: A message left with a respondent at the employee's residence or left on an employee's voice mail or text message shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.5: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

19.6: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold over or call in early shall be as nearly evenly divided into the shift as circumstance permits.

ARTICLE 20
LEAVE OF ABSENCE

20.1: Leave of absence without pay for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The County shall provide notice to employees of their rights under the Act. Leave taken under the Act will be taken consistent with the Act and the applicable provision of the Collective Bargaining Agreement.

A. Illness leave (physical or mental).

B. Prolonged illness of spouse, parent or child.

20.2: Leave of absence without pay for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

A. Serving in any Union position.

B. Educational purposes when job related.

Approval or disapproval shall be consistent with meeting the operational needs of the department.

20.3: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. Employees shall be eligible for a maximum of two weeks per year or as may be otherwise provided by law.

20.4: All leaves based upon illness (physical or mental) shall be supported by a statement

from the attending physician when requested by the Employer. In all cases of illnesses extending beyond three (3) calendar days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

20.5: The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

20.6: The requirements of Sections 20.4 and 20.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

20.7: An employee who fails to return to work the next work day following the expiration of a leave of absence shall be considered to have resigned, unless the employee can demonstrate extenuating circumstances to the satisfaction of the Sheriff.

20.8: Nothing shall prohibit the employee from exhausting sick and vacation days while on a leave of absence.

20.9 While on an unpaid leave of absence, the employee accrues no vacation time, sick days, retirement credit, compensatory time or gain any other fringe benefit.

ARTICLE 21
INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation for not longer than the first six (6) months of Worker's Compensation leave. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries during the first six (6) months. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave. Worker's Compensation is governed by state law and Board Policy and Procedures, therefore is subject to change. In the event a conflict occurs, then the law prevails.

21.2: An employee receiving Worker's Compensation and regular salary during the first six (6) months shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. When an employee is eligible for Worker's Compensation, they will receive a check directly from Worker's Compensation. The County shall continue to provide the employee with regular paycheck minus the monies received from Worker's Compensation and all other authorized payroll deductions. The employee who is not receiving regular salary shall retain the Worker's Compensation as payment.

21.3: In the event the employee no longer receives full pay after the first six (6) months, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-third (1/3) sick day each workday of disability or at a rate of one (1) sick day for each three (3) workdays of disability.

21.4: In the event that an employee intends to travel out of the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.1:. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE 22
VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.

B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.

C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans shall be recognized by the parties, hereto.

ARTICLE 23
UNION BULLETIN BOARD

23.1: The union may use a bulletin board which shall be located in the typing room for the purpose of posting notices of the following activities:

A. Notices of Union recreational and social events.
B. Notices of Union elections.
C. Notices of results of Union elections.
D. Notices of Union meetings.

ARTICLE 24
PRISONER TRANSFER

24.1: In the event of a scheduled intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer from this bargaining unit (Sheriff Department Corrections Command Officers Association – COAM) to assist in the transfer.

24.2: Volunteers shall be employees who would otherwise be off duty. The volunteer shall be paid their overtime hourly rate.

24.3: The employee will make known to the Sheriff or designee their desire to volunteer. The Sheriff or designee shall determine transfer assignments.
24.4: Prior to forcing a Corrections or Transport Deputy, one (1) qualified officer from this bargaining unit shall be eligible for one (1) of the two (2) transfer positions required to transport Federal Inmates for the US Marshall Service, ICE (Immigration and Customs Enforcement) or any other Federal agency if all full or part-time Corrections Deputies have refused said transfer.

ARTICLE 25
PAYMENT OF BACK CLAIMS

25.1: If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE 26
RETIREMENT

26.1: All full time regular employees shall, upon their date of full time hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Union approval.

26.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

26.3: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible employees as defined and set forth in

Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

A. The employee shall contribute six percent (6%) of his or her eligible gross bi-weekly wage.

B. The County shall determine the level of funding necessary to maintain the financial stability of the system. The County shall contribute the remaining contribution determined necessary.

26.4: The St. Clair County Retirement System provides eligible full time employees (hired to a full time position before 01/01/09) with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

A. A full time employee (hired to a full time position before 01/01/09) who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

B. A full time employee (hired to a full time position before 01/01/09) subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[iv] The employee, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

[v] The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

26.5: Contributions to the Retiree Health Care Trust Account shall be calculated annually on the first $50,000 of an employee's eligible bi-weekly wages as defined in this article. The employee shall contribute 2.5% annually to the Retiree Health Care Trust Account.

26.6: An employee shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan follow:

A. Effective upon the earliest possible date following ratification of the agreement by the parties, the employee shall be entitled to select one of the following contribution options.

Employee Contribution	County Contribution Match for Full Time Employees Only
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.

C. Upon retirement the employee may at his or her discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System.

D. An employee must elect or not elect to contribute to the 457 Deferred Compensation Plan upon full time regular employment with the County. The election once executed is irrevocable.

E. An employee shall not be entitled to contribute to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan with County match at the same time. An employee shall have the option to contribute to a 457 Deferred Compensation Plan account with County match rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 457 Deferred Compensation Plan with County match shall not be entitled to retiree health care paid by the Retirement System upon retirement.

F. Employees shall have the right to make additional non-matching contributions

to a 457 Deferred Compensation Plan, subject to the IRS limits, pursuant to the terms of the plan. For example, employees who remain in the Defined Benefit Plan and the Retiree Healthcare Trust Fund Account will still be able to contribute to a 457 Deferred Compensation plan from their wages. No match will apply to these contributions.

26.7: A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

26.8: A retiring employee subject to the Modified Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

Years of Service	Annual Multiplier
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. Employees hired to a full time position before January 1, 2009 shall be entitled to a multiplier maximum that shall not exceed seventy-five percent (75%).

26.9: An employee shall be eligible upon satisfying one of the following criteria:

A. The employee has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service.

B. The employee has attained the age of sixty (60) years and has eight (8) years or more years of credited service.

C. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service.

Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or purchase of military service time.

D. An employee in the classification of Sergeant, Lieutenant, Corrections Officer, Communications Officer, Deputy or Detective shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in these classifications or any combination thereof.

26.10: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested employee is not required to withdraw his or her contributions upon separation.

B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.

C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

26.11: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested employee is not required to withdraw his or her contributions upon separation.

B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.

C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The employee that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.

E. The employee that leaves his or her contributions in the Retiree Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in this article.

26.12: If an employee was a full time contributing member of the Defined Benefit Plan prior to 01/01/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to 01/01/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee, upon becoming an ineligible member, applies for and receives a refund of their Defined Benefit Plan and/or Retirement Health Care Trust Account contributions, they shall terminate all future right to receive a benefit from either plan.

26.13: The following exceptions to the Retirement Ordinance provisions of Section 8.1 and 8.2 shall apply if the Board of Trustees finds that the member's disability is the direct and proximate result of the member's performance of duty as an employee of the county, and if the member is in receipt of worker's compensation on account of the disability arising out of and in the course of county employment:

(a) The requirement of ten years of credited service shall be waived.

(b) Upon termination of the worker's compensation period, the disability pension shall be recomputed by increasing the member's credited service for the statutory period for payment of the worker's compensation.

(c) The following special provisions apply:

(i) Compensation shall be based on 50% of compensation at the time of disability with 10 years of service

(ii) Should the employee be eligible for worker's compensation and/or Social Security, disability compensation shall be offset.

(iii) Health care will be provided to those employees who elected to contribute to the Health Care Trust Account.

26.14: The final average compensation for retirement purposes shall be computed on the regular base wage and shall include shift premium, service recognition and educational premium and shall not include compensation from;

A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.

B. Sick day accrual payoff upon separation from employment for any reason.

C. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

26.15: Effective June 30, 2015 the final average compensation for retirement purposes shall be computed on the regular base wage and shall include shift premium, service recognition and educational premium and shall not include compensation from;

A. Overtime pay in excess of seventy-five (75) hours in a calendar year or compensatory time payoff.

B. Vacation payoff in excess of one hundred and fifty (150) hours in the FAC period.

C. Sick day accrual payoff upon separation from employment for any reason.

D. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

26.16: The County shall notify the Union no less than thirty (30) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

26.17: Full time employees hired on or after January 1, 2009 shall not be eligible for a Defined Benefit Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc.

The County will match the employee contribution dollar for dollar up to a maximum of 8% of total wages.

A. The minimum employee contribution rate is one (1) percent.

B. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

C. An employee is not required to withdraw his or her contributions upon termination of employment.

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

ARTICLE 27
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned an Associate Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

27.3: The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible employee possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

ARTICLE 28
SHIFT PREMIUM

28.1: A premium of seventy-five cents (.75) per hour additional shall be paid to those employees working any hours between 6:00 p.m. and 6:00 a.m.

ARTICLE 29
UNIFORMS

29.1: The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment is to be provided to all Corrections Supervisors:

a. 3 short sleeve uniform shirts with patches
b. 3 long sleeve uniform shirts with patches
c. 3 pair uniform slacks
d. 1 set of collar brass
e. 2 name tags
f. 1 whistle chain
g. 1 black basket weave belt
h. 3 uniform ties
i. 1 tie tack
j. 1 pair black leather, plain toe, tie shoes (County will pay up to $75)
k. brass or patches that signify rank
l. 1 white long sleeve dress shirt with patches
m. 1 white short sleeve dress shirt with patches
n. 1 Garrison hat
o. 1 winter jacket with patches

To be provided to Corrections Supervisors certified to make transfers in addition to the above:

a. 1 spring/fall jacket with patches
b. 1 Garrison belt with 4 keepers (basket weave)
c. 1 cartridge case
d. 1 holster (basket weave)
e. 1 pair of handcuffs
f. 1 handcuff case (basket weave)
g. 1 last chance vest

29.2: Each employee shall be provided a $ 600.00 annual uniform cleaning and boot allowance. The uniform allowance would be paid in July of each year as reimbursement of the previous year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

29.3: The Sheriff shall have the right to require that officers maintain one dress uniform at all times.

ARTICLE 30
UNIFORM REPLACEMENT

30.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of $200.00 per item.

30.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 31
HEALTH, DENTAL CARE AND LIFE INSURANCE

31.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8 (Effective 1/1/2014)

Annual Deductible:
$500 – Employee
$1,000 – Family

Annual Co-Pays:
80% - Plan Approved Charges
20% - Employee

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services):
$3,000 – Employee

$6,000 - Family

$20 Office Visit Co-Pay

$20 Chiropractic Co-Pay

Prescription Drug Rider
$15.00 – Generic Prescription Drugs
$30.00 – Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

Unlimited Annual In Network Preventative Services

Heritage Vision – Vision Rider

HCA – Hearing Care

A. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

B. Effective January 1, 2013 and thereafter, all participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate adjusted annually.

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 31 – Health, Dental Care and Life Insurance, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the bargaining unit.

31.2: Each full time employee eligible to participate in the plan shall be entitled to select the following option in the place of the core plan.

OPTION II - NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

$ 650 - One Person subscriber
$1100 - Two Person subscriber
$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

31.3: The County shall have authority to select the health care provider provided such

coverage is identical.

31.4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal biweekly installments over the 26 annual pay periods.

31.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN
Plan 100 50/50 to an annual maximum of $1,000 per individual per year.
Orthodontia Plan 50/50 to a lifetime maximum of $1500 per individual.

B. OPTION I
$200 to a flexible reimbursement account.

C. OPTION II
$150 cash rebate.

31.6: The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each employee will be insured for $50,000.

A. OPTION I
The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II
The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

31.7: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

31.8: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

31.9: On an approved leave of absence without pay, the employee must continue to pay the Employee Premium Co-share payments, repay those contributions retroactively upon return to work, or forfeit plan eligibility and coverage.

31.10: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance as both a sponsor and a dependent. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

31.11: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 32
SERVICE RECOGNITION

32.1: The maximum annual salary for computation of the benefit shall be $45,000 in accordance with the following schedule:

Years of Service	Percentage	Maximum
15 - 19	6%	$ 2700
20 - 24	8%	$ 3600
25 +	10%	$ 4500

32.2: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

32.3: Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

32.4: Continuous employment, for the purposes of this policy shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

32.5: Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement of death in service.

ARTICLE 33
SICK DAYS AND DISABILITY

33.1: Full time regular employees shall be credited with one (1) sick day (8 hours) upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of forty (40) days or three hundred and twenty (320) hours.

33.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall be required to provide proof of illness to spouse, parent or child.

33.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited. If a leave balance is available, the employee is not eligible for Absence Without Pay (AWOP), unless approved by the Department Head.

33.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof

required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

33.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

33.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

33.8: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary enjoyed immediately prior to disability as reflected below:

A. The employee will continue to accrue vacation and sick time.

B. The employee's compensation will include his or her contributions to the retirement system (pension and healthcare), which provides credit toward his or her annual multiplier upon retirement. The County will contribute its portion of the employee's compensation into the retirement system.

C. The employee will continue to receive health and dental care and life insurance enjoyed at the time of disability at the same premium cost share as when actively employed.

D. The employee eligible for Service Recognition shall receive compensation as though regularly scheduled to work.

E. The employee shall not be entitled to paid Holidays.

33.9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

33.10: Commencing the one hundred and eighty-first (181st) calendar day long term salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

A. The County shall require prepayment of all premium costs.

B. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

C. An employee purchasing dental care coverage shall continue to pay one hundred (100%) of the premium cost as provided by COBRA.

D. Upon completion of one (1) year of absence from County employment will terminate as voluntary and the former employee will be notified of his or her rights.

33.11: The employee shall be entitled to select either of the following as a salary continuation (disability) plan:

A. CORE PLAN
* 66 2/3% of base salary
* 5 years from date of disability
* $4,000 monthly maximum

B. OPTION I
* 70% of base salary
* Benefit to age 65
* $6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

33.12: The employee shall be eligible to supplement disability compensation with vacation days, compensatory days or sick days on a ratio of one (1) day to three (3) days of absence in order to remain at full normal gross salary.

A. The employee must supplement from the first day of receiving salary continuation or he or she shall not be eligible to supplement.

B. Sick time must be supplemented until exhausted followed by compensatory time and then by vacation time.

C. Supplementing must be continuous. An employee will not be entitled to supplement intermittently.

D. Sick time and/or vacation time that accrues or is credited during the employee's leave may only be used to supplement disability compensation when the supplementing is continuous which means it occurs without a break in supplementing.

E. Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

33.13: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor

may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

33.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article XX - Leave of Absence.

33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

33.16: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

Months of Service	% of Accrual
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

For purposes of payoff due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

33.17: An employee who has two hundred and eighty-four (284) bank sick hours on December 31st will be eligible for a sick time non-usage bonus. To receive the bonus of $500.00, which is payable in the second pay period of January, the employee shall not have used more than three (3) sick days in the calendar year running from January 1st through December 31st. Any employee who exceeds three sick days in the calendar year shall not receive the bonus.

The use of sick time as approved funeral leave pursuant to Section 34.1, shall not be counted as sick time used for purposes of the non-usage bonus computation.

This program shall be in effect for the length of the agreement subject to the employer's right on or after January 1, 2007 to remove this benefit at its discretion during the term of this agreement.

33.18: The employee shall give the Employer two (2) weeks written notice of resignation, or the employee shall forfeit one (1) day of retrievable sick or vacation day payoffs for each day short of the required two (2) week notice.

ARTICLE 34
FUNERAL LEAVE

34.1: An employee shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

- Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

- Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

- Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

- One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

Leave will be granted for consecutive regularly scheduled working days following the death of an employee's family member or relative. Any leave taken under this provision must be taken within one (1) calendar week of the date of death. Should there be a delay in funeral or memorial services, or other unusual circumstances, with the advance approval of the Sheriff some or all of these days may be used in an inconsecutive manner during the first thirty (30) calendar days following the death.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 35
VACATIONS

35.1: All full time employees shall be entitled to vacation according to the following schedule:

Years of Service	Hours
1 -2	40
3 -4	80
5 -9	136
10 - 14	160
15 - 19	184
20 - 24	200
25+	224

35.2: The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full-time employment with the department.

35.3: An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

35.4: An employee shall not be entitled to carry forward more than fifteen (15) days (120 hours) of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the fifteen (15) day limitation shall not apply.

35.5: Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

35.6: Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

35.7: Vacation days may accrue to a maximum of three hundred and forty-four (344) hours.

35.8: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation hours and a proration of the hours to be credited to them on their following anniversary up to a maximum of three hundred and forty-four (344) hours. In the event of death, said vacation hours shall be paid to the employee's beneficiary or estate. The employee shall forfeit eight (8) hours of vacation payoff for each eight (8) hours short of providing two (2) week notice of a voluntary quit.

ARTICLE 36
HOLIDAYS

36.1: All full time employees shall be entitled to the holidays recognized by the Michigan Supreme Court.

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday of January)
President's Day	(Third Monday of February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4)
Labor Day	(First Monday of September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thurs. of November)
Day After Thanksgiving	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)

In the event the Michigan Supreme Court modifies the schedule, employees shall be entitled to the modified schedule in the manner and method prescribed by the Court for its employees.

36.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply. Effective January 1, 2002, employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate plus straight time holiday pay.

36.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

36.4: Employees on a scheduled day off shall receive vacation time credited to them.

36.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

36.6: To be eligible for the holiday an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless authorized the day off.

36.7: Effective January 1, 2010, and each January thereafter, each member of the Bargaining Unit may, during the month of December prior to January 1, on a form provided by the Department, submit to the Jail Administrator, their preference of receiving holiday pay or vacation day credit where provided in 36.2 above. Such election shall be irrevocable for the ensuing calendar year. In the event an option is not so registered by January 1, the employee shall receive pay for each holiday occurrence as provided in 36.2 above. Such option shall not be available to any member carrying the maximum hours as provided in Article 35, Section 4.

ARTICLE 37
EMPLOYEE LIABILITY

37.1: The County shall indemnify each employee against claims of liability which may arise from the course of employment provided the employee has acted lawfully and within the scope of their prescribed duties

ARTICLE 38
SALARY SCHEDULE

2.0% - Effective January 1, 2020

TITLE	JOB GROUP	WAGE RANGE
Sergeant*	III	EE
Lieutenant	III	FF

** Hired or Promoted on or after January 1, 2019*

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR
III-EE	50,810	52,843	54,956	57,155	59,442	61,818	64,292	66,862
III-FF	54,956	57,155	59,442	61,818	64,292	66,862	69,537	72,319

Promoted on or BEFORE December 31, 2018:

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Sergeant	56,869	58,952	61,103	63,269	65,511	67,905

January 1, 2021 – Wage and Pension Employee Contribution Reopener
During the calendar period of October 1, 2020 through December 31, 2020 the Union or County may request, in writing, a meeting with representatives of the other party to bargain a mutually acceptable wage and employee pension contribution for the 2021 contract term.

January 1, 2022 – Wage and Pension Employee Contribution Reopener
During the calendar period of October 1, 2021 through December 31, 2021 the Union or County may request, in writing, a meeting with representatives of the other party to bargain a mutually acceptable wage and employee pension contribution for the 2022 contract term.

Note: An employee placed into an equivalent classification shall be compensated at the matching wage, if applicable, or nearest higher salary to their current compensation and shall progress through the scale upon each anniversary date of employment.

In the event a member is promoted to a higher classification they shall receive a minimum of a 4% pay increase. In the event the wage scale to which the member would be promoted does not provide a 4% pay increase, the promoted member shall be moved to the next highest step that provides at least a 4% pay increase.

ARTICLE 39
TERM OF AGREEMENT

39.1: This Agreement shall be in effect and become operative on January 1, 2020 and shall continue in operation and effect through December 31, 2022. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after December 31, 2022 subject to termination or modification, thereafter by either party upon ten (10) calendar day written notice.

39.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire Agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 16th day of January 2020.

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Wayne Beerbower
Business Agent

Kyle Prone
President

Michael LaBeau
Vice President

THE COUNTY OF ST. CLAIR

Jeff Bohm
Chairperson, Board of Commissioners

Jay DeBoyer
County Clerk

Timothy Donnellon
Sheriff